

Exhibit A



null / ALL

Transmittal Number: 26191887

Date Processed: 01/11/2023

Notice of Service of Process

Primary Contact: Julie Heine
Seyfarth Shaw LLP - Equifax
1075 Peachtree St NE
Ste 2500
Atlanta, GA 30309-3958

Electronic copy provided to: Beth Hope
Lisa Gonzalez
Kristin Zielmanski
Jessica Spurlock
Legal Department
Nadia Reynaga-Moreno
Eric Block
Janise Jordan
D'Khorvillyn Tyus
Deborah Fataki
Mackenzie Cole
Suzanne Alford
Adrienne Adams
Trent McNeill
Jennifer Fease
Dee Davis
Elisa Lyons
Rahshae El-Amin

Entity: Equifax Information Services LLC
Entity ID Number 0635578

Entity Served: Equifax Information Services, LLC

Title of Action: Michael Kozlowski vs. Equifax Information Services, LLC

Matter Name/ID: Michael Kozlowski vs. Equifax Information Services, LLC (13459967)

Document(s) Type: Summons/Complaint

Nature of Action: Violation of State/Federal Act

Court/Agency: U.S. District Court, TX

Case/Reference No: JP05-22-SC00005941

Jurisdiction Served: Texas

Date Served on CSC: 01/10/2023

Answer or Appearance Due: 21 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Jaffer & Associates PLLC
214-494-1871

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To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

ORIGINAL CIVIL CITATION

THE STATE OF TEXAS

TO: EQUIFAX INFORMATION SERVICES, LLC
ATTN CORPORATION SERVICE COMPANY
211 E 7TH ST
STE 620
AUSTIN TX 78701

DELIVERED
1 / 10 / 2023
BY: DPL PSC: YI4
ATX Process, LLC

DEFENDANT, GREETING:

YOU ARE HEREBY COMMANDED TO APPEAR BY FILING A WRITTEN ANSWER TO THE PLAINTIFF'S PETITION BEFORE THE JUSTICE COURT, PRECINCT FIVE AT 350 WEST BELKNAP STREET ROOM 112-C FORT WORTH TEXAS 76196, SAID PLAINTIFF BEING

Michael Kozlowski

PLAINTIFF

AND SAID:

PROCOLLECT, INC.
S2 CAPITAL, LLC
EXPERIAN INFORMATION SOLUTIONS, INC.
EQUIFAX INFORMATION SERVICES, LLC

DEFENDANT

FILED NOVEMBER 09, 2022, FILE NO. JP05-22-SC00005941 SUED UPON: SEE PETITION ATTACHED, PLUS COURT COSTS.

PLAINTIFF RESERVES THE RIGHT TO PLEAD FURTHER ORALLY AT TIME OF TRIAL

NOTICE TO DEFENDANT

"YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY TO HELP YOU IN DEFENDING AGAINST THIS LAWSUIT, BUT YOU ARE NOT REQUIRED TO EMPLOY AN ATTORNEY. YOU OR YOUR ATTORNEY MUST FILE AN ANSWER WITH THE COURT. YOUR ANSWER IS DUE BY THE END OF THE 14TH DAY AFTER THE DAY YOU WERE SERVED THESE PAPERS. IF THE 14TH DAY IS A SATURDAY, SUNDAY, COUNTY HOLIDAY, OR ON A DAY THAT THE COURT CLOSES BEFORE 5:00 P.M. YOUR ANSWER IS DUE ON THE NEXT BUSINESS DAY. DO NOT IGNORE THESE PAPERS. IF YOU DO NOT FILE AN ANSWER BY THE DUE DATE, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU. FOR FURTHER INFORMATION, CONSULT PART V OF THE TEXAS RULES OF CIVIL PROCEDURE, WHICH IS AVAILABLE ONLINE AND ALSO AT THE COURT LISTED ON THIS CITATION." UPON TIMELY REQUEST, NO LATER THAN 14 DAYS BEFORE THE DAY SET FOR TRIAL, AND PAYMENT OF A \$22.00 JURY FEE, THIS CASE WILL BE HEARD BY A JURY."

THE OFFICER EXECUTING THIS WRIT SHALL PROMPTLY SERVE THE SAME ACCORDING TO REQUIREMENTS OF LAW, AND THE MANDATES HEREOF, AND MAKE DUE RETURN AS THE LAW DIRECTS.

GIVEN UNDER MY HAND THIS 9TH DAY OF JANUARY, 2023.



SERGIO L DE LEON
JUSTICE OF THE PEACE, PRECINCT FIVE
TARRANT COUNTY, TEXAS

ORIGINAL SIGNED

BY: _____
CLERK OF THE JUSTICE COURT

SHERIFF'S OR CONSTABLE'S RETURN

CAME TO HAND ON THE _____ DAY OF _____ A.D. _____, AT _____
O'CLOCK, ____ M. AND EXECUTED ON THE _____ DAY OF _____, _____, AT

O'CLOCK, ____ M. BY DELIVERING TO _____

DEFENDANT, OR DEFENDANTS, IN PERSON A TRUE COPY OF THIS CITATION _____

NOT SERVED AS TO THE FOLLOWING NAMED DEFENDANT FOR THE REASONS SET OPPOSITE NAME.

FEES-SERVING..... \$ _____

*SHERIFF / CONSTABLE,
PRECINCT NO. _____

TOTAL.....\$ _____ COUNTY, TEXAS

* STRIKE IF NOT APPLICABLE BY DEPUTY _____

ORIGINAL CIVIL CITIGATION

IN THE JUSTICE COURT

ISSUED JANUARY 09, 2023

SERGIO L DE LEON
JUSTICE OF THE PEACE, PRECINCT FIVE
350 WEST BELKNAP STREET ROOM 112-C
FORT WORTH TEXAS 76196

817-884-1438
FAX 817-884-3323

CASE NO. JP05-22-SC00005941

PLAINTIFF(S):

MICHAEL KOZLOWSKI
ATTORNEY(S) FOR PLAINTIFF(S):

ROBERT PATRICK LEACH

NO KNOWN ADDRESS

5757 ALPHA RD STE 430
DALLAS TX 75240 214-494-1871

VS.

DEFENDANT(S):

PROCOLLECT, INC.

ATTN JOHN W BOWDICH
8150 N CENTRAL EXPRESSWAY STE 500

DALLAS, TX 75206

S2 CAPITAL, LLC

ATTN SCOTT EVERETT
5950 BERKSHIRE LANE STE 1300

DALLAS, TX 75225

EXPERIAN INFORMATION
SOLUTIONS, INC.

ATTN CT CORPORATION SYSTEM
1999 BRYAN STREET STE 900

DALLAS, TX 75201

EQUIFAX INFORMATION
SERVICES, LLC

ATTN CORPORATION SERVICE
COMPANY
211 E 7TH ST STE 620
AUSTIN, TX 78701

ATTORNEY(S) FOR DEFENDANT(S):

PPS

JP05-22-SC00005941

PLEASE ARRIVE 15 MINUTES BEFORE SCHEDULED COURT TIME

NO SHORTS ALLOWED IN COURTROOM

CAUSE NO.

MICHAEL KOZLOWSKI,

Plaintiff,

v.

PROCOLLECT, INC., S2 CAPITAL, LLC,
EXPERIAN INFORMATION SOLUTIONS, INC.,
AND EQUIFAX INFORMATION SERVICES, LLC,
Defendant(s).**IN THE JUSTICE COURT****PRECINCT 5****TARRANT COUNTY, TEXAS****PLAINTIFF'S ORIGINAL PETITION**

NOW COMES, Plaintiff Michael Kozlowski ("Plaintiff"), by and through his attorneys, Jaffer & Associates, PLLC, and brings this *Original Petition* against Defendants ProCollect ,Inc., ("ProCollect"), S2 Capital, LLC, ("S2 Capital"), Experian Information Solutions, Inc. ("Experian"), and Equifax Information Services, LLC, ("Equifax"), collectively referred to as ("Defendants") and respectfully sets forth, complains, and alleges, upon information and belief, the following:

DISCOVERY CONTROL PANEL

1. Plaintiffs reserve the right to petition this Court to engage in pretrial discovery pursuant to Rule 500.9 of the Texas Rules of Civil Procedure.

JURISDICTION & VENUE

2. This Court has personal jurisdiction over all the parties because both parties reside and/or engage in business in the State of Texas. Further, this Court has jurisdiction of this cause of action in that it involves an amount in controversy within the original jurisdiction of this Court.

3. Plaintiffs seek monetary relief within this Court's jurisdictional limits.

4. Venue in Tarrant County, Texas is proper in this cause pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in Tarrant County, Texas.

PARTIES AND SERVICE

5. Plaintiff is a resident of Tarrant County, Texas.

6. At all times material hereto, Plaintiff was a “Consumer,” as defined under 15 U.S.C. § 1681a(c).

7. Plaintiff is a “Consumer” meaning Plaintiff is a natural person who is allegedly obligated to pay any debt.

8. The “Consumer Debt” is an obligation or alleged obligation of the Plaintiff to pay any money arising out of a transaction in which the money, property, or services which are the subject of the transaction are primarily for personal, family, or household purposes.

Experian Information Solutions, Inc.

9. Defendant Experian Information Solutions, Inc., is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) and may be served with process upon C.T. Corporation System, its registered agent for service of process, at 1999 Bryan Street, Suite 900, Dallas, TX, 75201.

10. At all times material hereto, Experian is a consumer reporting agency regularly engaged in the business of assembling, evaluating and disbursing information concerning consumers for the purposes of furnishing consumer reports, as said term is defined under 15 U.S.C. § 1681(d), to third parties.

11. At all times material hereto, Experian disbursed such consumer reports to third parties under a contract for monetary compensation.

Equifax Information Services, LLC

12. Defendant Equifax is a consumer reporting agency under 15 U.S.C. § 1681a(f) and can be served with process upon Corporation Service Company, its registered agent for service of process at 211 E. 7th St., Ste 620, Austin, TX 78701.

13. At all times material hereto, Equifax is a consumer reporting agency regularly engaged in the business of assembling, evaluating and disbursing information concerning consumers for the purpose of furnishing consumer reports, as said term is defined under 15 U.S.C. § 1681(d) to third parties.

14. At all times material hereto, Equifax disbursed such consumer reports to third parties under a contract for monetary compensation.

15. As used herein, “consumer reporting agency,” or “CRA,” is any person who, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports (commonly referred to as “credit reports”) to third parties. CRAs specifically include, but are not limited to, Equifax, Experian, and TransUnion.

ProCollect, Inc.

16. Defendant ProCollect can be served with process through its registered agent John W. Bowdich, at 8150 N. Central Expressway, Suite 500, Dallas, TX 75206.

17. Defendant ProCollect is a debt collector that regularly collects or attempts to collect debts due to third-parties, directly or indirectly from consumers in the State of Texas.

18. Defendant ProCollect is a person who engages in interstate commerce by using the telephone and mail in a business which the principal purpose is the collection of debts.

19. Defendant ProCollect is a debt collector as defined under 15 U.S.C. § 1692(a)(6) because Defendant has engaged in direct or indirect debt collection against Plaintiff in Texas.

S2 Capital, LLC

20. Defendant S2 Capital is a debt collector meaning a person who directly or indirectly engages in debt collection in the State of Texas.

21. Defendant S2 Capital can be served with process through its registered agent Scott Everett, at 5950 Berkshire Lane, Suite 1300, Dallas, TX 75225.

22. Debt Collection means an action, conduction, or practice in collecting, or in solicitation for collection, consumer debts that are due or alleged to be due to a creditor.

23. Defendant S2 Capital is a "Debt Collector" as defined under Tex. Fin. Code Ann. §392.001(6) because Defendant has engaged in direct or indirect debt collection against the Plaintiffs in Texas.

FACTUAL ALLEGATIONS

24. Plaintiff incorporates by reference all of the above paragraphs of this Petition as though fully stated herein with the same force and effect as if the same were set forth at length herein.

25. Plaintiff was a resident at Maxwell Apartments and vacated the apartment in 2019.

26. Plaintiff never received a final accounting statement, and his account was sent to collections with RentDebt Automated Collections, LLC ("RentDebt").

27. Plaintiff received a settlement offer letter from RentDebt to resolve his account in exchange for payment of \$1,058.64. See, "Exhibit A".

28. In January of 2020, to resolve the account, Plaintiff executed payment in the amount of \$1,058.64 to RentDebt in accordance with the settlement offer letter. See, proof of payment and delivery, "Exhibit B"

29. Despite Plaintiff paying RentDebt in accordance with the settlement offer to resolve the account, Defendant S2 Capital placed the account with Defendant ProCollect to collect a Consumer Debt that no longer exists and to report the account as in collection on Plaintiff's credit report. See, "Exhibit C".

30. Plaintiff has disputed this ProCollect account with ProCollect, Experian and Equifax.

31. Equifax and Experian have conducted their reinvestigation and verified the false information as accurate. See, "Exhibit D".

32. It is averred that Equifax and Experian forwarded Plaintiff's dispute to ProCollect and ProCollect conducted its investigation and certified the information as accurate to Equifax and Experian.

33. Furthermore, S2 Capital appears to acknowledge Plaintiff's \$1,058.64 settlement payment to RentDebt by decreasing the original balance by the settlement payment amount but has failed to resolve the account as stated in the letter and now states the account has a balance of \$1,059.

34. Regardless of Plaintiff's direct disputes, Equifax and Experian failed to conduct reasonable reinvestigations under the FCRA and reported erroneously information on Plaintiff's credit reports

35. ProCollect has attempted and continues to attempt to collect an unauthorized amount from Plaintiff and continues to report false and erroneous information regarding the Plaintiff and for these reasons ProCollect has violated the FDCPA.

36. S2 Capital has attempted to collect an unauthorized amount from Plaintiff and as such has violated the TDCA.

37. As a result of Defendants conduct, Plaintiff has suffered injury to his credit worthiness, credit denial, increased interest rates for loans, mental anguish, frustration, and emotional distress.

FIRST CAUSE OF ACTION
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692 *et seq.* as to Defendant ProCollect, Inc.

38. Plaintiff re-alleges and incorporates by reference paragraphs in this petition as though fully set forth herein.

39. Defendant ProCollect's debt collection efforts against Plaintiff violated various provisions of the FDCPA.

40. Section §1692e provides a non-exhaustive list of false, deceptive, and misleading conduct prohibited by the statute including:

- (2) The false representation of the character, amount, or legal status of any debt;
- (8) Communicating or threatening to communicate to any person credit information which is known or which should be known to be false; and
- (10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a customer.

49. For the aforementioned-reasons, Defendant ProCollect has violated §§1692(e).

50. Section §1692f provides a debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.

- (1) The collection of any amount unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

51. For the aforementioned-reasons, Defendant ProCollect has violated §§1692(f).

52. For these reasons, Defendant ProCollect has violated the FDCPA.

53. For these reasons, Defendant ProCollect is liable to Plaintiff for actual and statutory damages, costs, and reasonable attorney's fees.

SECOND CAUSE OF ACTION
VIOLATIONS OF THE TEXAS DEBT COLLECTION ACT
Tex. Fin. Code Ann. § 392 *et seq.* S2 Capital, LLC

62. Plaintiff re-alleges and incorporates by reference paragraphs in this petition as though fully set forth herein.

63. Defendant S2 Capital's debt collection efforts against Plaintiff violates the TDCA.

64. Section 392.304 provides a non-exhaustive list of Fraudulent, Deceptive, or Misleading Representations prohibited by a debt collector:

- (a) misrepresenting the character, extent, or amount of a consumer debt. Tex. Fin. Code Ann. §392.304(8); and
- (b) using any other false representation or deceptive means to collect a debt or obtain information concerning a consumer. Tex. Fin. Code Ann. §392.304(19).

102. For the aforementioned-reasons, Defendant S2 Capital violated the TDCA when it attempted to collect an unauthorized amount from Plaintiff.

103. For these reasons, Defendant S2 Capital is liable to Plaintiff for actual damages, costs, and reasonable attorney's fees.

THIRD CAUSE OF ACTION
(Willful Violation of the FCRA as to Experian)

65. Plaintiff incorporates by reference all of the above paragraphs of this Petition as though fully state herein with the same force and effect as if the same were set forth at length herein.

66. This is an action for willful violation of the Fair Credit Reporting Act U.S.C. § 1681 et seq.

67. Experian violated 15 U.S.C. § 1681(e) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files that Experian maintained concerning the Plaintiff.

68. Experian has willfully and recklessly failed to comply with the Act. The failure of Experian to comply with the Act include but are not necessarily limited to the following:

- a. The failure to follow reasonable procedures to assure the maximum possible accuracy of the information reported;
- b. The failure to correct erroneous personal information regarding the Plaintiff after a reasonable request by the Plaintiff;
- c. The failure to remove and/or correct the inaccuracy and derogatory credit information after a reasonable request by the Plaintiff;
- d. The failure to promptly and adequately investigate information which Defendant Experian had notice was inaccurate;
- e. The continual placement of inaccurate information into the credit report of the Plaintiff after being advised by the Plaintiff that the information was inaccurate;
- f. The failure to note in the credit report that the Plaintiff disputed the accuracy of the information;
- g. The failure to promptly delete information that was found to be inaccurate, or could not be verified, or that the source of information had advised Experian to delete;
- h. The failure to take adequate steps to verify information Experian had reason to believe was inaccurate before including it in the credit report of the consumer.

69. As a result of the conduct, action and inaction of Experian, Plaintiff suffered damage by loss of credit, loss of ability to purchase and benefit from credit, and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denial.

70. The conduct, action and inaction of Experian was willful rendering Experian liable for actual, statutory, and punitive damages in an amount to be determined by a Judge/ and or Jury pursuant to 15 U.S.C. § 1681(n)

71. Plaintiff is entitled to recover reasonable costs and attorney' s fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681(n).

72. WHEREFORE, Plaintiff, an individual, demands judgment in his favor against Experian, for damages together with attorney's fees and court costs pursuant to 15 U.S.C. § 1681(n).

FOURTH CAUSE OF ACTION
(Negligent Violation of the FCRA as to Experian)

73. Plaintiff incorporates by reference all of the above paragraphs of this Petition as though fully state herein with the same force and effect as if the same were set forth at length herein.

74. This is an action for negligent violation of the Fair Credit Reporting Act U.S.C. § 1681 et seq.,

75. Experian violated 15 U.S.C. § 1681i(a) by failing to delete inaccurate information from the credit file of Plaintiff after receiving actual notice of such inaccuracies and conducting reinvestigation and by failing to maintain reasonable procedures with which to verify the disputed information in the credit file of the Plaintiff.

76. Experian has negligently failed to comply with the Act. The failure of Experian to comply with the Act include but are not necessarily limited to the following:

- a. The failure to follow reasonable procedures to assure the maximum possible accuracy of the information reported;
- b. The failure to correct erroneous personal information regarding the Plaintiff after a reasonable request by the Plaintiff;
- c. The failure to remove and/or correct the inaccuracy and derogatory credit information after a reasonable request by the Plaintiff;
- d. The failure to promptly and adequately investigate information which Defendant Experian had notice was inaccurate;
- e. The continual placement of inaccurate information into the credit report of the Plaintiff after being advised by the Plaintiff that the information was inaccurate;
- f. The failure to note in the credit report that the Plaintiff disputed the accuracy of the information;
- g. The failure to promptly delete information that was found to be inaccurate, or could not be verified, or that the source of information had advised Experian to delete;
- h. The failure to take adequate steps to verify information Experian had reason to believe was inaccurate before including it in the credit report of the consumer.

77. As a result of the conduct, action and inaction of Experian, Plaintiff suffered damage by loss of credit, loss of ability to purchase and benefit from credit, and the mental and emotional pain, anguish, humiliation and embarrassment of credit denial.

78. The conduct, action and inaction of Experian was negligent, entitling Plaintiff to damages under 15 U.S.C. § 1681(o).

79. Plaintiff is entitled to recover reasonable costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681(n) and 1681(o).

80. **WHEREFORE**, Plaintiff, an individual, demands judgment in his favor against Experian, for actual damages together with attorney's fees and court costs pursuant to 15 U.S.C. § 1681(n).

FIFTH CAUSE OF ACTION
(Willful Violation of the FCRA as to Equifax)

81. Plaintiff incorporates by reference all of the above paragraphs of this Petition as though fully state herein with the same force and effect as if the same were set forth at length herein.

82. This is an action for willful violation of the Fair Credit Reporting Act U.S.C. § 1681 et seq.

83. Equifax violated 15 U.S.C. § 1681(e) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files that Equifax maintained concerning the Plaintiff.

84. Equifax has willfully and recklessly failed to comply with the Act. The failure of Equifax to comply with the Act include but are not necessarily limited to the following:

- b. The failure to follow reasonable procedures to assure the maximum possible accuracy of the information reported;
- c. The failure to correct erroneous personal information regarding the Plaintiff after a reasonable request by the Plaintiff;
- d. The failure to remove and/or correct the inaccuracy and derogatory credit information after a reasonable request by the Plaintiff;

- e. The failure to promptly and adequately investigate information which Defendant Equifax had notice was inaccurate;
- f. The continual placement of inaccurate information into the credit report of the Plaintiff after being advised by the Plaintiff that the information was inaccurate;
- g. The failure to note in the credit report that the Plaintiff disputed the accuracy of the information;
- h. The failure to promptly delete information that was found to be inaccurate, or could not be verified, or that the source of information had advised Equifax to delete;
- i. The failure to take adequate steps to verify information Equifax had reason to believe was inaccurate before including it in the credit report of the consumer.

85. As a result of the conduct, action and inaction of Equifax, Plaintiff suffered damage by loss of credit, loss of ability to purchase and benefit from credit, and the mental and emotional pain, anguish, humiliation and embarrassment of credit denial.

86. The conduct, action and inaction of Equifax was willful rendering Equifax liable for actual, statutory and punitive damages in an amount to be determined by a Judge/ and or Jury pursuant to 15 U.S.C. § 1681(n)

87. Plaintiff is entitled to recover reasonable costs and attorney' s fees from Equifax in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681(n).

88. **WHEREFORE**, Plaintiff, an individual, demands judgment in his favor against Equifax, for damages together with attorney's fees and court costs pursuant to 15 U.S.C. § 1681(n).

SIXTH CAUSE OF ACTION

(Negligent Violation of the FCRA as to Equifax

89. Plaintiff incorporates by reference all of the above paragraphs of this Petition as though fully state herein with the same force and effect as if the same were set forth at length herein.

90. This is an action for negligent violation of the Fair Credit Reporting Act U.S.C. § 1681 et seq.,

91. Equifax violated 15 U.S.C. § 1681(a) by failing to delete inaccurate information from the credit file of Plaintiff after receiving actual notice of such inaccuracies and conducting reinvestigation and by failing to maintain reasonable procedures with which to verify the disputed information in the credit file of the Plaintiff.

92. Equifax has negligently failed to comply with the Act. The failure of Equifax to comply with the Act include but are not necessarily limited to the following:

- b. The failure to follow reasonable procedures to assure the maximum possible accuracy of the information reported;
- c. The failure to correct erroneous personal information regarding the Plaintiff after a reasonable request by the Plaintiff;
- d. The failure to remove and/or correct the inaccuracy and derogatory credit information after a reasonable request by the Plaintiff;
- e. The failure to promptly and adequately investigate information which Defendant Equifax had notice was inaccurate;
- f. The continual placement of inaccurate information into the credit report of the Plaintiff after being advised by the Plaintiff that the information was inaccurate;
- g. The failure to note in the credit report that the Plaintiff disputed the accuracy of the information;
- h. The failure to promptly delete information that was found to be inaccurate, or could not be verified, or that the source of information had advised Equifax to delete;
- i. The failure to take adequate steps to verify information Equifax had reason to believe was inaccurate before including it in the credit report of the consumer.

93. As a result of the conduct, action and inaction of Equifax, Plaintiff suffered damage by loss of credit, loss of ability to purchase and benefit from credit, and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denial.

94. The conduct, action and inaction of Equifax was negligent, entitling Plaintiff to damages under 15 U.S.C. § 1681(o).

95. Plaintiff is entitled to recover reasonable costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681(n) and 1681(o).

96. **WHEREFORE**, Plaintiff, an individual, demands judgment in his favor against Equifax, for actual damages together with attorney's fees and court costs pursuant to 15 U.S.C. § 1681(n).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment from both Defendant as follows:

1. Awarding Plaintiff statutory damages up to \$1,000 under the FDCPA against Defendant ProCollect;
2. Awarding Plaintiff actual damages under the FDCPA against Defendant ProCollect;
3. Awarding Plaintiff costs of this action, including reasonable attorneys' fees and expenses as allowed under the FDCPA against Defendant ProCollect;
4. Awarding Plaintiff statutory damages up to \$100 under the TDCA against Defendant S2 Capital;
5. Award Plaintiff actual damages and injunctive relief pursuant to the TDCA against Defendant S2 Capital;
6. Award Plaintiff reasonable attorneys' fees and costs as pursuant to the TDCA against Defendant S2 Capital;
7. For actual damages provided and pursuant to 15 U.S.C. § 1681o(a) be awarded for each negligent violation as alleged herein;
8. For actual damages provided and pursuant to 15 U.S.C. § 1640(a)(1);
9. For Statutory damages provided and pursuant to 15 U.S.C. § 1681n(a);
10. For Statutory damages provided and pursuant to 15 U.S.C. § 1640(a)(2);
11. For Punitive damages provided and pursuant to 15 U.S.C. § 1681n(a)(2);
12. For attorney fees and costs provided and pursuant to 15 U.S.C. § 1681n(a)(3), 15 U.S.C. § 1681o(a)(2) and 15 U.S.C. § 1640(a)(3);

13. For any such other and further relief, as well as further costs, expenses and disbursements of this action as this Court may deem just and proper.

DATED: November 9, 2022

Respectfully Submitted,

JAFFER & ASSOCIATES PLLC

/s/Robert Leach _____.

Shawn Jaffer

State Bar No. 24107817

Allen Robertson

State Bar No. 24076655

Robert Leach

State Bar No. 24103582

Phillip Pool

State Bar No. 24086466

5757 Alpha Rd, Suite 430

Dallas, TX 75240

T: (214) 494-1871

F: (469) 669-0786

Email: attorneys@jaffer.law

Attorneys for Plaintiff

**RentDebt Automated
Collections, LLC**

2802 Opryland Drive
Nashville, TN 37214
(844) 350-3433

Hours of Operation

Office hours: M-Th 8:00 AM to 5:00 PM CST and
Friday 8:00 AM - 3:00 PM CST.

EXHIBIT A

ORIGINAL BALANCE:**\$2117.28****SETTLE FOR:****\$1,058.64****50% SAVINGS****SETTLEMENT OFFER**

What is your New Year's Resolution? Start today by resolving your debt!

RDAC ACCT # RD890625

TOTAL BALANCE: \$2117.28

CREDITOR: Maxwell

SETTLEMENT AMOUNT: \$1,058.64

PAY 50% of your debt and owe nothing more!!

To take advantage of this offer, we are asking you to contact our office within 14 days from the date of this letter at: (844) 350-3433. RDAC representatives are ready to help you. Please be advised that if you do not accept this offer and pay the amount of the settlement within 14 days from the date of this letter, we are not obligated to renew this offer.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

X.....X
To pay by credit card, please fill in the information below or return
check with this payment slip:

X.....X
RDAC Acct # RD890625
Total Balance: \$2117.28
Settlement Amount: \$1,058.64

Card Number _____ EXP Date _____ / _____

Card Holder Name _____ CVV _____

Signature _____ Amount Paid _____

Remit Payment and Slip to:
RENTDEBT AUTOMATED
COLLECTIONS, LLC
PO BOX 171077
NASHVILLE TN 37217



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy

9456715567

01/13/2020

Void after 7 years

Remitter: MIKE D KOZLOWSKI

\$ 1,058.64 ****

**Pay To The RENT DEBT
Order Of:**

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**
NON NEGOTIABLE

RECEIVED IN THE U.S. POSTAL SERVICE CERTIFIED MAIL SECTION

**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

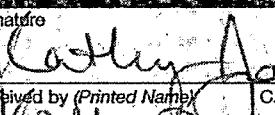
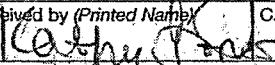
NASHVILLE, TN 37217 USA USE	
2018 2290 0001 2278 5130	
Certified Mail Fee \$ 3.50	
Extra Services & Fees Check box and fee \$ 0.00	
Return Receipt (Priority) \$ 1.00	
Return Receipt (Electronics) \$ 1.00	
Delayed Mail Restricted Delivery \$ 4.00	
Adult Signature Required \$ 0.00	
Postage \$ 0.00	
Total Postage and Fees \$ 3.50	
Sent To RENT DEBT PO BOX 171077 NASHVILLE, TN 37217	
Street Add. No. PO Box No. City State Zip Code	
Postmark Here	
01/14/2020	

BARDIN ROAD
1301 E BARDIN RD
ARLINGTON, TX 76018-2430
480332-0018
(800)225-8777
01/14/2020 04:31 PM
(Estimated Delivery Date)

Product	Oty	Unit Price	Price
First-Class Mail® Letter (Domestic)	1	\$0.55	\$0.55
(WASHVILLE, TN 37217) (Weight: 0.10 Lb 0.40 Oz)			
(USPS Return Receipt #) (9590940247478344281598)			

Total: \$3.50
Certified Mail®
(USPS Certified Mail #)
7018220000122785130
Return Receipt
(USPS Return Receipt #)
(9590940247478344281598)

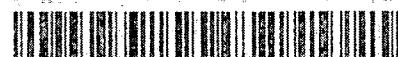
COMPLETE THIS SECTION ON DELIVERY

A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) 	C. Date of Delivery 
D. Is delivery address different from item 1? If YES, enter delivery address below: 	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature, Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	

- SENDER: COMPLETE THIS SECTION**
- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RENT DEBT
PO BOX 171077
NASHVILLE, TN 37217



9590940247478344281598

Adult Signature (Transfer from service label)

2018 2290 0001 2278 5130



CREDIT REPORT

MICHAEL KOZLOWSKI

Report Confirmation

2761970228

10. Collections

Collections are accounts with outstanding debt that have been placed by a creditor with a collection agency. Collections stay on your credit report for up to 7 years from the date the account first became past due. They generally have a negative impact on your credit score.

Date Reported: Sep 07, 2022

Collection Agency	PROCOLLECT INC	Balance Date	Sep 07, 2022
Original Creditor Name	MAXWELL APARTMENTS S2	Account Designator Code	INDIVIDUAL_ACCOUNT
Date Assigned	Apr 25, 2022	Account Number	xxxxxxxxxx 6397
Original Amount Owed	\$1,059	Creditor Classification	Rental or Leasing
Amount	\$1,059	Last Payment Date	
Status Date	Sep 07, 2022	Date of First Delinquency	Sep 26, 2017
Status	UNPAID		

Comments

Consumer disputes – reinvestigation in progress

Contact

PROCOLLECT INC
12170 N ABRAMS STE 100
DALLAS, TX 75243
1-214-341-7788

Prepared For

MICHAEL D KOZLOWSKI

Personal & Confidential

Date Generated

Sep 18, 2022

Report Number

1970-3128-73

At a Glance **20 Accounts** **0 Public Records** **1 Hard Inquiries**

Personal Information

6 Names

13 Addresses

2 Employers

5 Other Records

Because your personal information is reported by you, your creditors, and other sources, it's typical to see small variations in reported personal information, like names and addresses. For security reasons, many of these items can't be disputed online, but don't worry—they don't affect your credit score.

Names

MICHAEL D
KOZLOWSKI

Name ID #1

MICHAEL
KOZLOWSKI

Name ID #27839

MIKE D
KOZLOWSKI

Name ID #23614

MIKE KOZLOWSKI

Name ID #12819

MIKE
KOZOLOWSKI

Name ID #2975

MICHEAL D
KOZLOWSKI

Name ID #29204

PROCOLLECT,INC**Potentially Negative****Account Info**

Account Name	PROCOLLECT,INC
Account Number	574270XXXXXXXXXX
Account Type	Collection
Responsibility	Individual
Date Opened	04/25/2022
Status	Collection account.
Status Updated	Apr 2022
Balance	\$1,059
Balance Updated	09/01/2022
Recent Payment	\$0
Monthly Payment	\$0
Original Balance	\$1,059
Highest Balance	\$0
Terms	1 Months
On Record Until	Jun 2024

**Payment History**

	J	F	M	A	M	J	J	A	S	O	N	D
2022	—	—	—	—	—	—	—	—	C	—	—	—

C Collection

Payment history guide

Collection as of Sep 2022

**Historical Info**

Original Creditor MAXWELL APARTMENTS / S2

**Contact Info**

Address	12170 ABRAMS RD STE 100, DALLAS TX 75243
Phone Number	(214) 341-7788



CREDIT FILE : September 27, 2022

Confirmation # 2250573970

Dear KOZLOWSKI MICHAEL:

We are pleased to let you know that the results of the dispute you recently filed with Equifax are complete. Here are a few things to know about the process:

Were changes made to my credit report and what actions were taken?

Please see the following page(s) for more detailed information on your specific results.

If we were able to make changes to your credit report based on the information you provided, we have done so. Otherwise, we contacted the company reporting the information to Equifax for them to investigate your dispute.

In this situation:

- We request that the reporting company verify the accuracy of the information you disputed;
- We provide them with any relevant information and supporting documentation you provided us with the dispute to consider as part of the investigation; and
- We request that they send Equifax a response to your dispute and update their records and systems, as necessary.

If your dispute involves a public record item, Equifax contacts a third party vendor to obtain the most recent status of the public record.

How do I know that all of this is happening?

When the reporting company replies to us, they certify that they have followed Equifax's instructions and the law; considered all information and documentation provided; and updated your information, as necessary.

What should I do if I do not agree with the results of the investigation?

You have a few options:

- You may add a statement of up to 100 words (200 words for Maine residents) to your credit report. If you provide a consumer statement that contains

(Continued On Next Page)
000002959-DISC

P.O. Box 105518
Atlanta, GA 30348

000002959-DISC
KOZLOWSKI MICHAEL
4412 HULEN CIR W
FORT WORTH, TX 76133-7448

What else should I know?

If there has been a change to your credit report based on your dispute, or if you add a consumer statement, you may request that Equifax send an updated report to companies who received your credit report within the last two years for employment purposes, or within the last six months for any other purpose (the past 12 months for residents of California, Colorado, Maryland, New York and New Jersey residents).

Also, if you are interested, you may request a description of how the reinvestigation was conducted along with the business name, address and telephone number (if reasonably available) of the furnisher of your disputed information.

For frequently asked questions about your credit report and the dispute process, please visit Equifax at <https://help.equifax.com/>.

As always, we thank you for contacting Equifax and the results of your dispute are on the pages following this letter.

How should I read my dispute results?

To better assist you with understanding the results of your dispute, please review the information below:

- If an item states "**Deleted**", we have removed it from your credit report and taken steps so it does not reappear.
- If an item states "**Verified as Reported**", the reporting company has certified it is reporting accurately.
- If an item states "**Updated**", we have updated one or more fields on the item based on information received from the reporting company.

Updated disputed account information only: **The information you disputed has been updated.**

Updated disputed account information. Additional account information was also updated: **The information you disputed has been updated as well as other information on this item.**

Disputed information accurate. Updated account information unrelated to the dispute: **The information you disputed has been verified as accurate, however, information unrelated to your dispute has been updated.**

Consumer's dispute not specific. Consumer Information verified. Account information updated: **Information on your report has been updated.**

The Results Of Our Reinvestigation

Collection Agency Information

(This section includes accounts that have been placed for collection with a collection agency.)

>>> We have researched the collection account. Account # - *6397 The results are: WE HAVE VERIFIED THAT THIS ITEM HAS BEEN REPORTED CORRECTLY. THE FOLLOWING FIELDS HAVE BEEN MODIFIED: *STATUS DATE *BALANCE DATE. If you have additional questions about this item please contact: **PROCOLLECT, 12170 Abrams Rd Ste 100, Dallas, TX 75243-4579 Phone: (214) 341-7788**

PROCOLLECT INC 12170 Abrams Rd Ste 100 Dallas TX 752434579 : (214) 341-7788					
Account Number	Date Reported	Date Assigned	Creditor Class	Client Name	Original Amount
*6397	09/2022	04/2022	Rental/Leasing	PROCOLLECT INC	\$ 1,059
Status Date	Status	Date of 1st Delinquency	Balance Date	Balance Amount	Last Payment Date

(Continued On Next Page)
000002959-DISC

09/2022	Unpaid	09/2017	09/2022	\$ 1,059	Individual Account
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Prepared For

MICHAEL KOZLOWSKI

Personal & Confidential

Date Generated Oct 22, 2022

Report Number 4119-7302-49

About Dispute Results

Our reinvestigation of the dispute you recently submitted is now complete. If we were able to make changes to your credit report based on information you provided, we have done so. Otherwise we have contacted the company reporting the information you disputed, supplied them all relevant information and any documents you gave us with your dispute, and instructed them to: review all information we provide them about your dispute; verify the accuracy of the information; provide us a response to your dispute; and update their records and systems as necessary.

If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the requested status at the time of our reinvestigation.

Here are your results

PROCOLLECT,INC

Account • 574270XXXXXXXX



Remains

The company that reported the information has certified to Experian that the information is accurate. This item was not changed as a result of our processing of your dispute. Please review your report for the details.

If the reinvestigation does not resolve your dispute, you have the right to add a statement of up to 100 words to your file disputing the accuracy or completeness of the information.

- If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to Experian including this information in every credit report we issue about you.
- You may contact the company that reports the information to us and dispute it directly with them. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.

✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓

Current on payments CLS Closed

 Contact Info

Address

PROCOLLECT, INC.

Potentially Negative

 **Account Info**

Account Name	PROCOLLECT,INC	Balance	\$1,059
Account Number	574270XXXXXXXXXX	Balance Updated	10/01/2022
Account Type	Collection	Recent Payment	\$0
Responsibility	Individual	Monthly Payment	\$0
Date Opened	04/25/2022	Original Balance	\$1,059
Status	Collection account.	Highest Balance	\$0
Status Updated	Apr 2022	Terms	1 Months
		On Record Until	Jun 2024

Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2022	—	—	—	—	—	—	—	—	—	C	—	—

C Collection

Payment history guide

Collection as of Oct 2022, Sep 2022

 Balance Histories

Date	Balance	Scheduled Payment	Paid
Sep 2022	\$1,059	\$0	\$0

Additional info

The original amount of this account was \$1,059



Historical Info

Original Creditor

MAXWELL APARTMENTS / S2



Contact Info

Address

12170 ABRAMS RD STE 100,
DALLAS TX 75243

Phone Number

(214) 341-7788



Comment

Current:

Account information disputed by consumer (Meets requirement of
the Fair Credit Reporting Act).

Previous:

Account information disputed by consumer (Meets requirement of
the Fair Credit Reporting Act).

Sep 2022



Reinvestigation Info

This item remained unchanged from our processing of your dispute
in Oct 2022.

[REDACTED]

Exhibit B

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

MICHAEL KOZLOWSKI, §
§
Plaintiff, §
§
v. § Case No. _____
§
PROCOLLECT, INC., S2 CAPITAL, LLC, §
EXPERIAN INFORMATION §
SOLUTIONS, INC., AND EQUIFAX §
INFORMATION SERVICES, LLC, §
§
Defendants. §

**DEFENDANT PROCOLLECT, INC.'S
CONSENT TO REMOVAL**

Defendant ProCollect, Inc. hereby consents to the removal of this action from the Tarrant County Justice Court, Precinct 5 to the United States District Court for the Northern District of Texas, Fort Worth Division.

Respectfully submitted,

/s/ John W. Bowdich

John W. Bowdich
State Bar No. 00796233
BOWDICH & ASSOCIATES, PLLC
8150 N. Central Expy., Suite 500
Dallas, Texas 75206
(214) 307-9500 - main
(214) 307-5173 - direct
(214) 307-5137 - fax
jbowdich@bowdichlaw.com

**COUNSEL FOR DEFENDANT
PROCOLLECT, INC.**

Exhibit C

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

MICHAEL KOZLOWSKI,

Plaintiff,

v.

PROCOLLECT, INC., S2 CAPITAL, LLC,
EXPERIAN INFORMATION
SOLUTIONS, INC., AND EQUIFAX
INFORMATION SERVICES, LLC,

Defendants.

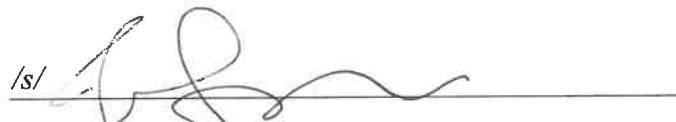
§ Case No. _____

§
§
§
§
§
§
§
§

**DEFENDANT S2 CAPITAL, LLC'S
CONSENT TO REMOVAL**

Defendant S2 Capital, LLC hereby consents to the removal of this action from the Tarrant County Justice Court, Precinct 5 to the United States District Court for the Northern District of Texas, Fort Worth Division.

Respectfully submitted,


/s/

**COUNSEL FOR DEFENDANT
S2 CAPITAL, LLC**

Exhibit D

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

MICHAEL KOZLOWSKI, §
§
Plaintiff, §
§
v. § Case No. _____
§
PROCOLLECT, INC., S2 CAPITAL, LLC, §
EXPERIAN INFORMATION §
SOLUTIONS, INC., AND EQUIFAX §
INFORMATION SERVICES, LLC, §
§
Defendants. §

**DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S
CONSENT TO REMOVAL**

Defendant Experian Information Solutions, Inc. hereby consents to the removal of this action from the Tarrant County Justice Court, Precinct 5 to the United States District Court for the Northern District of Texas, Fort Worth Division.

Respectfully submitted,

/s/ Michael I. Krause

Michael I. Krause
Experian Information Solutions, Inc.
475 Anton Blvd.
Costa Mesa, CA 92626
Mike.krause@experian.com

**COUNSEL FOR DEFENDANT EXPERIAN
INFORMATION SOLUTIONS, INC.**